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in the same business in similar situations, are not sustainable. They contravene equal rights, to which all are entitled and the law cannot be enforced uniformly. *Bessette v. People*, 193 Ill. 334, 62 N. E. 215, 56 L. R. A. 558; *Hardee v. Brown*, 56 Fla. 377, 47 South. 534; *State v. Bayer*, 34 Utah, 257, 97 Pac. 129. Laws which interfere with the personal liberty of the citizen, and his right to pursue such avocation or calling as he chooses cannot be constitutionally enacted, unless the health, comfort, safety or welfare of the public so demand. *Ruhstrat v. People*, 185 Ill. 133, 49 L. R. A. 181, 57 N. E. 41; *Bailey v. People*, 190 Ill. 28, 54 L. R. A. 838, 60 N. E. 98; *State v. Gardner*, 58 Ohio St. 599, 51 N. E. 136, 65 Am. St. Rep. 785, 41 L. R. A. 689. A decision to the effect "that some of the class engaged in domestic trade or commerce shall be deemed criminal if they violate the regulations prescribed by the state and others of the same class shall not be bound to regard these regulations, is so manifestly a denial of the equal protection of the law, that further or extended argument to establish that position would seem to be unnecessary." *Connolly v. Union Sewer Pipe Co.*, 184 U. S. 540, 22 Sup. Ct. 431, 46 L. Ed. 679; *Ex parte Hawley* (S. D.) 115 N. W. 93, 15 L. R. A. (N. S.) 138.

CONTRACTS—NO RECOVERY UNDER AN ENTIRE ILLEGAL CONTRACT.—For years the plaintiff had been engaged in the business of sending out circular letters known as "Ridgely's Financial Forecast," intended for the guidance of his clients in their dealings on the New York Stock Exchange. He entered into an agreement with defendants to use his circulars as a medium to influence the purchase of certain stock in the sale of which defendants were interested. The plaintiff carried out his part of the agreement to "bull" the stock among his subscribers and succeeded in materially increasing the sale. In this action to enforce the payment of his compensation under the agreement, *Held*, that the agreement was so tainted with fraud as to render it entirely illegal and unenforceable. *Ridgely v. Keene et al.* (1909), 119 N. Y. Supp. 451.

This is a contract in which the plaintiff assumes on his part, for a money consideration, to perpetrate a fraud upon his subscribers. Such an agreement is void and will not be enforced at the instance of either party in whole or in part. ANSON, CONTRACTS, Ed. 2, p. 182, *Goodell v. Hurlbut*, 5 App. Div. 77, 38 N. Y. Supp. 749, *Higgins v. McCrea*, 116 U. S. 671, *Continental Trust Co. v. Toledo etc. R. Co.*, 86 Fed. 929, *Torpey v. Murray*, 93 Minn. 482, 101 N. W. 609. If the taint of illegality permeates the entire agreement it will vitiate the whole and no recovery can be had for any part thereof. "Where there is one promise made upon several considerations, some of which are bad and some good, the promise is wholly void for it is impossible to say whether the legal or illegal portion of the consideration most affected the mind of the promisor and induced his promise." ANSON, CONTRACTS, Ed. 2, p. 190, *Foley v. Speir*, 100 N. Y. 552, 3 N. E. 477, *Cobb v. Cowdery*, 40 Vt. 28, *Meguire v. Corwine*, 101 U. S. 108, *Widoe v. Webb*, 20 Ohio St. 431.

CONTRACTS—VALIDITY OF CONTRACT IN CONTEMPLATION OF DIVORCE.—The plaintiff entered into an agreement with defendant, her husband, whereby, in event of her obtaining a decree of divorce, she was to receive two thousand